	<p align="center">CITY OF HOUSTON, TEXAS NOTICE OF REQUEST FOR PROPOSAL (RFP) SOLICITATION NO. S10-25370</p>	<p align="center">“PARTNERING TO BETTER SERVE HOUSTON”</p>
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NIGP CODE:

918-97

SOLICITATION DUE
DATE/TIME:

April 9, 2015 AT 2:00 P.M., CST

SUBMITTAL LOCATION:

City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION:

**WATER LOSS AUDIT-REVENUE ENHANCEMENT
STRUCTURE FOR THE PUBLIC WORKS AND
ENGINEERING DEPARTMENT**

PRE-PROPOSAL
CONFERENCE:

DATE
March 24, 2015

TIME
9:00 a.m.

LOCATION
900 Bagby Street
City Hall Annex
Conference Rm-1

This Proposal is available on the Internet from: http://purchasing.houstontx.gov/bid_download.aspx. If not City-certified to do business within Houston, click here first: http://purchasing.houstontx.gov/Bid_RegForm.aspx

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City's Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Proposals must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late Proposals will not be considered.

Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All Proposals must be completed in ink or typewritten. Additional instructions for preparing a Proposal are included in this Solicitation.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Solicitation Contact Person:

Greg Hubbard
Senior Procurement Specialist

Greg.Hubbard@houstontx.gov

E-Mail Address


Lourdes Coss, City Chief Procurement Officer

3/5/15
Date

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1.0 SPECIAL INSTRUCTIONS TO PROPOSERS

1.1 SUBMITTAL PROCEDURE

- 1.1.1 **Eight (8)** copies of the Proposal, including **one (1)** printed original signed in **BLUE ink**, as well as **eight (8)** complete copies of your Proposal downloaded onto (8) separate memory sticks, labeled with the appropriate RFP name and number that includes a complete copy of all information in the printed original. Proposals are to be submitted in a sealed envelope bearing the assigned Title and Solicitation Number of the RFP document to:

**City Secretary Office
City Hall Annex
900 Bagby
Houston, Texas 77002**

- 1.1.2 The Proposal Package should clearly identify the name and address of the Proposer and with labeled Package to read: "RFP S10-H25370, Water Loss Audit-Revenue Enhancement Structure for the Public Works and Engineering Department."
- 1.1.3 The deadline for the submittal of the Proposal to the City Secretary's Office no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.1.4 Proposers may elect to either mail or personally deliver their Proposals to the City Secretary's Office.
- 1.1.5 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.
- 1.1.6 If there are differences between attachments of the Proposal and the Proposal; the Proposal shall govern.

1.2 PROPOSAL FORMAT

- 1.2.1 The Proposal should be prepared (without variance) in the format described, electronically generated, and the printed original signed in **BLUE ink**. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential. The City of Houston (City) shall not be responsible for any costs incurred by Proposers in the preparation or delivery of Proposals.
- 1.2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the financial offer(s) contained therein shall remain firm for a period of one hundred eighty (180) days, unless the parties mutually agree to an extension of time in writing.

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1.3 PRE-PROPOSAL CONFERENCE

1.3.1 A Pre-Proposal Conference will be held at the date, time and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City/PWE.

1.3.2 Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Proposal Conference will be confirmed in writing by Letter(s) of Clarification (LOC) prior to the Proposal due date. Verbal responses will not alter the specifications, terms, and conditions as stated herein.

1.4 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES

1.4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Purchasing Division Buyer, Greg Hubbard at 832.393.8748, or by e-mail to: Greg.Hubbard@houstontx.gov no later than 4:00 p.m., CST, March 27, 2015. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP.

1.4.2 Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

1.5 LETTER(S) OF CLARIFICATION

1.5.1 All Letters of Clarification and interpretations to this RFP shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing one's Proposal. All contacts that any Proposer may have had before or after receipt of this RFP with any individual, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.

1.5.2 The City of Houston does not assume responsibility for the receipt of any Letters sent to Proposer(s).

1.6 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

1.6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.

1.6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

1.7 EXCEPTIONS TO TERMS AND CONDITIONS

1.7.1 Any exceptions to the terms and conditions of the RFP shall be raised by Proposers during the question and answer period for this RFP. Any changes to be made by the City

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shall be issued by Letter of Clarification prior to the Proposal Due Date.

1.7.2 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.

1.7.3 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

1.8 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S)

1.8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct Post-Proposal discussions with any Proposer(s).

1.9 PROTEST

1.9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual http://purchasing.houstontx.gov/docs/Procurement_manual.pdf and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.

1.9.2 A protest shall include the following:

- (1) The name, address, e-mail, and telephone number of the protester;
- (2) The signature of the protester or its representative who has the delegated authority to legally bind the person protesting;
- (3) Identification of the RFP description and the RFP or contract number;
- (4) A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
- (5) The desired form of relief or outcome, which the protester is seeking.

1.10 NO CONTACT PERIOD

1.10.1 Neither Proposer(s) nor any person acting on Proposer(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated SPD Solicitation Contact Person identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from Proposer's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither Proposer(s) nor persons acting on their behalf shall communicate with any appointed or elected official or

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employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer. However, nothing in this paragraph shall prevent a Proposer from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation.

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2.0 UNIFORM INSTRUCTIONS TO PROPOSERS

- 2.1 This RFP does not commit the City of Houston to award a Contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.2 The Proposals will become part of the City's official files without any obligation on the City's part. All Proposals shall be held confidential from all parties other than the City's evaluation team until after the Contract is awarded. After award, the Proposals shall be available to the public.
- 2.3 The City shall not be held accountable if material from Proposals is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 2.4 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a "**Trade Secret**." The City shall maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committee).
- 2.6 Proposer(s) shall not collude in any manner, or engage in any practices with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 2.7 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 2.8 The RFP and the related responses of the selected Proposer, will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or Contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be agreed with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the Contract to be awarded.
- 2.9 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and shall be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 2.10 The Agreement shall become effective on or about July 6, 2015 for a term of one (1) year.
- 2.11 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 2.12 Clerical support and reproduction of documentation costs shall be the responsibility of the Proposer.

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- 2.13 Selected Proposer's personnel essential to the continuity, and the successful and timely completion of the Contract should be available for the duration of the Contract term unless substitutions are approved in writing by the PWE Contract Officer Representative.
- 2.14 The selected Proposer will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Assignments; Subcontractors; Parties of Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 2.15 The City may terminate its performance under a Contract in the event of a default by the selected Proposer and a failure to cure such default after receiving notice of default from the City. Default may result from the selected Proposer's failure to perform under the terms of the Contract or from the Proposer becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed. A Contract may also be terminated for convenience.
- 2.16 Selected Proposer must promptly report to the PWE Contract Officer Representative any conditions, transactions, situation, or circumstances encountered by the selected Proposer that would impede or impair the proper and timely performance of the Contract.
- 2.17 The City retains sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to Contract award.
- 2.18 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 2.19 The City reserves the right to request clarification of any Proposal after they have been received.
- 2.20 The City reserves the right to select elements from different Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 2.21 The selected Proposer(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the Contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 2.22 After Contract execution, the Selected Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from PWE Contract Officer Representative.
- 2.23 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 2.24 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the

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subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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3.0 GENERAL TERMS AND CONDITIONS

3.1 INDEMNITY AND RELEASE

3.1.1 RELEASE

Prime Contractor/Supplier agrees to and shall release the city, its agents, employees, officers, and legal representatives (collectively the "City") from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement, even if the injury, death, damage, or loss is caused by the City's sole or concurrent negligence and/or the city's strict products liability or strict statutory liability.

3.1.2 INDEMNIFICATION

Prime Contractor/Supplier agrees to and shall defend, indemnify, and hold the City, its agents, employees, officers, and legal representatives (collectively the "city") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorneys' fees, court costs, and all other defense costs and interest) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Agreement including, without limitation, those caused by:

3.1.2.1 Prime Contractor/Supplier and/or its agents', employees', officers', directors', contractors', or subcontractors' (collectively in numbered paragraphs 1.1-1.3, "Prime Contractor/Supplier") actual or alleged negligence or intentional acts or omissions;

3.1.2.2 The City's and prime contractor/supplier's actual or alleged concurrent negligence, whether prime Contractor/Supplier is immune from liability or not; and

3.1.2.3 The City's and prime Contractor/Supplier's actual or alleged strict products liability or strict statutory liability, whether prime Contractor/Supplier is immune from liability or not.

3.1.2.4 Prime Contractor/Supplier shall defend, indemnify, and hold the city harmless during the term of this Agreement and for four years after the Agreement terminates. Prime Contractor/Supplier's indemnification is limited to \$1,000,000 per occurrence. Prime Contractor/Supplier shall not indemnify the City for the City's sole negligence.

3.1.2.5 Contractor agrees to and shall defend, indemnify, and hold harmless the city, its agents, employees, officers, and legal representatives (collectively the city) from all claims or causes of action brought against the City alleging that the city's use of any equipment, software, process, or documents contractor furnishes during the term of this Agreement infringes on a patent, copyright, or trademark, or misappropriates a trade secret. Contractor shall pay all costs (including, without limitation, attorneys' fees, court costs, and all other defense costs, and interest) and damages awarded. Contractor shall not settle any claim on terms which prevent the City from using the equipment, software, process, and documents without the City's prior written consent. Within 60 days after being notified of the claim, Contractor shall, at its own expense, either (1) obtain for the city the right to continue using the equipment, software, process, and documents or, (2) if both parties agree, replace or modify them with compatible and functionally equivalent products. If none of these alternatives is reasonably available, the City may return the equipment, software, or documents, or discontinue the process, and Contractor shall refund the purchase price.

3.1.3 INDEMNIFICATION--SUBCONTRACTOR'S INDEMNITY

3.1.3.1 Contractor shall require all of its subcontractors (and their subcontractors) to release and indemnify the City to the same extent and in substantially the same form as its release and

GENERAL TERMS AND CONDITIONS

SOLICITATION NO. S10-25370

indemnity to the City.

3.2 INDEMNIFICATION PROCEDURES

3.2.1 NOTICE OF CLAIMS

3.2.1.1 If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

3.2.1.2 A description of the indemnification event in reasonable detail,

3.2.1.3 The basis on which indemnification may be due, and

3.2.1.4 The anticipated amount of the indemnified loss.

3.2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.2.3 DEFENSE OF CLAIMS

3.2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.3 INSURANCE REQUIREMENTS

3.3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

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- 3.3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts shown below:
 - 3.3.2.1 Commercial General Liability Insurance including Contractual Liability:
 - 3.3.2.1.1 \$500,000 per occurrence
 - 3.3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)
 - 3.3.2.2 Workers' Compensation:
 - 3.3.2.2.1 Amount shall be statutory amount
 - 3.3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**
 - 3.3.2.3 Automobile Liability (See Note Below):
 - 3.3.2.3.1 \$1,000,000 Combined Single Limit per occurrence
 - 3.3.2.3.2 Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.
 - 3.3.2.4 Employer's Liability:
 - 3.3.2.4.1 Bodily injury by accident \$100,000 (each accident)
 - 3.3.2.4.2 Bodily injury by disease \$100,000 (policy limit)
 - 3.3.2.4.3 Bodily injury by disease \$100,000 (each employee)
- 3.3.3 Automobile liability insurance for autos furnished or used in the course of performance of this Contract including Owned, Non-owned and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.
- 3.3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a Contract resulting from the City's acceptance of your response to this request for Proposal ("potential Contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the Director if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Director, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential Contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential Contract.
- 3.3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such

GENERAL TERMS AND CONDITIONS

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insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the Contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

- 3.3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
 - 3.3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
 - 3.3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
 - 3.3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
 - 3.3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
 - 3.3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the Contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
 - 3.3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
 - 3.3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
 - 3.3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement, forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

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- 3.3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.3.6.9 Joint Venture Partners and Subcontractors: Contractor shall require all joint venture partners, subcontractors or franchisees to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract or joint venture agreement, but in no case less than \$2,000,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance and all endorsements, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.
- 3.3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 3.3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.
- 3.3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.
- 3.3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.4 CONTRACTOR PERFORMANCE LANGUAGE

- 3.4.1 Contractor shall make citizen satisfaction a priority in providing services under this Contract. Contractor's employees shall be trained to be customer-service oriented and to positively and politely interact with citizens when performing Contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this Contract and is subject to termination for breach of Contract.

3.5 INSPECTIONS AND AUDITS

- 3.5.1 City representatives shall have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least six (6) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

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SOLICITATION NO. S10-25370

3.6 INTERPRETING SPECIFICATIONS

3.6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

3.6.2 Changes in the specifications, terms and conditions of this RFP shall be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

3.7 CONTRACTOR DEBT

3.7.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. CONTRACTOR SHALL PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION.**

FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.

3.8 COMPETENCY OF PROPOSER

3.8.1 The receipt and opening of a Proposal shall not be construed as an acceptance of the Proposer as qualified and responsible. The City reserves the right to determine the competency and responsibility of the Proposer from information submitted with the Proposal and verification of the Proposer's qualifications from other sources.

3.9 DISQUALIFICATION OF PROPOSER

3.9.1 Although not intended to be an exhaustive list of causes for disqualification, one or more of the following causes, among others, may be considered sufficient for the disqualification of the Proposer and the rejection of its proposal:

- Evidence of collusion among Proposers
- Default on a previous project for failure to perform
- Failure to meet "Minimum Qualifications" requirements
- A non-signed and/or non-notarized "Offer and Submittal Form"

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4.0 SPECIAL TERMS AND CONDITIONS

4.1 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

4.1.1 Proposer shall comply with the City's Minority and Women Business Enterprise ("M/WBE") program requirements as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. The M/WBE goal on this project is 11% of the contract. Proposer shall provide evidence and a detail plan that demonstrates the intended award, utilization and payment to City of Houston certified M/WBE's with subcontracts and supply agreements that are equal to or greater than 11% of this Agreement or that Proposer made a Good Faith Effort. Proposer acknowledges that it has reviewed the requirements for Good Faith Efforts on file with the Mayor's Office of Business Opportunity ("OBO"), and will comply with them Pre and Post award. (Refer to Exhibit II.)

4.1.2 Proposer shall require written subcontracts with all M/WBE subcontractors and shall submit all disputes with M/WBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the OBO Director. M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

4.2 CITY CONTRACTORS' PAY OR PLAY PROGRAM

4.2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **EXHIBIT X** "Pay or Play Acknowledgement Form" and "Certification of Agreement to Comply with Pay or Play Program" may be just cause for rejection of your Proposal.

4.3 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE

4.3.1 City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering into Contracts. Therefore, all Proposers must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City Contracts.

4.3.2 Completion of **Exhibit VI** – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Proposal.

4.4 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

4.4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance, a Contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **EXHIBIT V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

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4.5 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS

4.5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any Contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each Contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

4.6 HIRE HOUSTON FIRST

4.6.1 Designation as a City Business or Local Business

4.6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a Bidder or Proposer must submit the **Hire Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a Contract. Bidders are encouraged to secure a designation prior to submission of a Bid or Proposal if at all possible.

4.6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:
www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

4.6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted by e-mail to: HHF-MOBO@houstontx.gov or faxed to 832.393.0952.

4.6.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative Delivery Method:

4.6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO:

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES.
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

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4.7 PROCUREMENT TIMELINE/SCHEDULE

4.7.1 Listed below are the important and estimated completions dates and times for this Request for Proposals (RFP).

4.7.2 <u>EVENT</u>	<u>DATE</u>
Date RFP Issued (FR)	March 13, 2015
Pre-Proposal Conference (TU)	March 24, 2015
Questions from Proposers Due	March 27, 2015 (4:00 p.m.)
Proposal Due from Proposer(s)	April 9, 2015 (2:00 p.m.)
Notification of Intent to Award (<i>Estimated</i>)	June 3, 2015
Council Agenda Date (<i>Estimated</i>)	June 24, 2015
Contract Start Date (<i>Estimated</i>)	July 6, 2015

4.8 TIME EXTENSIONS

4.8.1 If Proposer(s) requests an extension of time to complete its performance, then the Director may, in his sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing, but does not require amendment of this RFP. Proposers are not entitled to damages for delay(s) regardless of the cause of the delay(s).

4.9 PRE-PERFORMANCE CONFERENCE

4.9.1 Prior to commencing performance under the Contract(s) to be awarded, Selected Proposer(s) shall attend a Pre-Performance Conference with the City. The City shall specify the time and place of such meeting in a written notice to Selected Proposer(s). Representatives of Selected Proposer(s) attending the Pre-Performance Conference shall include key personnel whom Selected Proposer(s) has assigned to the Contract(s) to be awarded, and who shall be authorized to bind selected Proposer(s) in matters relating to the following Pre-Performance Conference items.

4.9.2 However, the Director will have the right to further designate other representatives of selected Proposer(s) who must attend the Pre-Performance Conference and such designated representatives shall attend. Items to be addressed at the Pre-Performance Conference include the following:

- Contract administration
- Channels of communication
- Review of key personnel
- Organization and function charts reflecting the line of management authority
- Procedures to be used to ensure Contract requirements are met

4.10 SPECIAL PROVISIONS

4.10.1 The Director ("the Director of the Public Works and Engineering or designee") and Selected Proposer(s) may mutually agree for the provision of other services not expressly set forth in the Contract to be awarded under the same terms and conditions as set forth herein.

4.11 SELECTED PROPOSER'S FINANCIAL OBLIGATION

4.11.1 The selected Proposer(s) shall make timely payments to all suppliers and/or subcontractors that furnish labor, materials, and/or furnishings related to the Contract to be awarded.

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4.12 PUBLIC RELATIONS

4.12.1 The selected Proposer(s) agrees that neither it nor its agents, subcontractors or employees shall issue or make any statements on behalf of the City with respect to any incident occurring at the Airports, or at any City facility, except when requested to do so by the Director.

4.13 CONTRACT OFFICER REPRESENTATIVE

4.13.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the PWE Contract Officer Representative at the Pre-Proposal Conference.

4.14 STANDARD PAYMENT TERMS

4.14.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Texas Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

- Payment Time - 10 Days: 2% Discount
- Payment Time - 20 Days: 1% Discount

4.14.2 A Contractor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

4.14.3 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

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<p style="text-align: center;">PROPOSAL SUBMITTAL REQUIREMENTS SOLICITATION NO. S10-25370</p>

5.0 PROPOSAL SUBMITTAL AND CONTENT REQUIREMENTS:

To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information. Proposals should be as thorough and detailed as possible and enable the City to evaluate the firm's capabilities to conduct a Water Loss Audit-Revenue Enhancement Structure.

5.1 TITLE PAGE / COVER LETTER:

5.1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

5.1.2 An authorized representative of the firm/organization shall sign the cover letter. The letter should indicate the firm/organization's commitment to provide the services as required.

5.2 OFFER & SUBMITTAL FORM:

5.2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

5.3 LETTER OF TRANSMITTAL:

5.3.1 A letter of transmittal, limited to two (2) pages shall include:

5.3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.

5.3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.

5.3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total price contained therein shall remain firm for a period of one hundred-eighty (180) days; and that the Proposal will comply with the requirements and arrangements stated within the RFP.

5.4 TECHNICAL QUALIFICATIONS:

5.4.1 Executive Summary

5.4.1.1 Provide a brief executive summary of the proposed plan. Include your understanding and approach to achieve the goals within this RFP. The executive summary shall describe the team structure, the rationale for the proposed plan, the members of the team, and the reason why the team is qualified to perform these services.

5.4.2 Qualifications of the Firm

5.4.2.1 Describe current and previous experience on projects of similar type, work, water volume, and scope as the Water Loss Audit-Revenue Enhancement Structure, to include:

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- 5.4.2.1.1 Firm name, address, telephone/fax numbers, and e-mail addresses
- 5.4.2.1.2 Firm web address, if available
- 5.4.2.1.3 Primary contact person
- 5.4.2.1.4 Structure of firm, i.e., sole proprietorship, partnership, or corporation
- 5.4.2.1.5 Size of firm
- 5.4.2.1.6 Years the firm has been in business
- 5.4.2.1.7 Names of principals in firm
- 5.4.2.1.8 Organizational description
- 5.4.2.1.9 Description of firm's philosophy
- 5.4.2.1.10 Firm's background in working with large city governments, counties or states in the area of Water Loss Audit-Revenue Enhancement Structure studies

- 5.4.2.2 Provide a brief statement describing the Proposer's background information, history, resources and/or track record. Please limit to two (2) pages.

- 5.4.3 **Qualifications of Team**
 - 5.4.3.1 Provide an organizational chart of proposed team or staff for this project.
 - 5.4.3.2 Submit chronological resumes or corporate profiles with the past experience for management staff and key personnel certifications, accreditations, special licensing or other qualifications which qualifies the professional to perform in their designated areas of responsibility.
 - 5.4.3.3 The experience of the assigned personnel to this engagement in the area of Water Loss Audit-Revenue Enhancement Structure—evaluation projects similar to this. Experience should detail level of effort, qualifications, identification of key personnel and educational qualifications, affiliations, published articles and awards.
 - 5.4.3.4 Summarize areas of expertise, experience and skill level.
 - 5.4.3.5 Explain each person's role, responsibilities, organizational and management functions.

- 5.4.4 **Proposal Implementation & Project Management Plan – (SOW)**
 - 5.4.4.1 Describe the strategy to successfully perform the services and implement this project. Such plan shall include, but not be limited to: draft work plan; data requirements; and a timetable from inception to completion, including an explanation of the methodology to be followed to perform the required services. The submission shall include: a detailed schedule for the project including levels of staff and number of hours to complete the project; type and extent of analytical procedures to be used in the project and the approach to be taken to gain and document, and an understanding of the City's data acquisition and analysis; reviewing of the City established project, workflows and procedures, and research associated with the industry's best practices.
 - 5.4.4.1.1 Present a detailed solution derived from the methods used on former Water Loss Audits performed on similar projects to the scope within this RFP, to include the following:
 - 5.4.4.1.1.1 Detail on methods and actions to deliver RFP requirements
 - 5.4.4.1.1.2 Roadmap for continuous improvements opportunities within the RFP deliverables
 - 5.4.4.1.1.3 Policy change recommendation, implementable workflows, and procedural change recommendations that make sustainable the City's PWE's continuous improvement of

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water loss reporting and migration following the “four-pillar approach” recommended by the M36 Manual

- 5.4.4.1.1.4 Type user/land use audition program
- 5.4.4.1.1.5 Large meter repair and calibration program
- 5.4.4.1.1.6 Overall metering system accuracy algorithm
- 5.4.4.1.1.7 Detailed cost to the City (see Provision 5.5 below)

5.4.5 Financial Stability

- 5.4.5.1 Provide the audited financial statement for the last three fiscal years. Include the letter of opinion, balance sheet, schedule, and related auditor’s notes.

5.4.6 Conflict of Interest

- 5.4.6.1 Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the Proposal.

5.4.7 Other

- 5.4.7.1 Submit any information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested, such as memberships in any professional associations.

5.5 PRICE PROPOSAL:

- 5.5.1 In a separate sealed envelope marked, “Price Proposal, S10-T25370,” submit eight (8) copies of your Price Proposal referencing the Fee Schedule [Exhibit III, Attachment A]. With your “Lump Sum” price submitted, provide all the detailed cost elements tied to this Lump Sum price.

5.6 MINORITY WOMEN DISADVANTAGE BUSINESS ENTERPRISE:

- 5.6.1 Proposer shall submit a proposed M/WBE Plan with a Proposer/Subcontractor-signed and dated “Letter of Intent Form.” (See attached EXHIBIT II, Letter of Intent Form.)

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<p style="text-align: center;">OTHER CONTENT REQUIREMENTS SOLICITATION NO. S10-25370</p>
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5.7 OTHER PROPOSAL CONTENT REQUIREMENTS:

- 5.7.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
- 5.7.1.1 Pay or Play Forms (Exhibit X)
 - 5.7.1.2 List of References and List of Proposed Subcontractors (Exhibit I)
 - 5.7.1.3 Fair Campaign Ordinance Form "A" (Exhibit V)
 - 5.7.1.4 Affidavit of Ownership or Control (Exhibit VI)
 - 5.7.1.5 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
 - 5.7.1.6 Anti-Collusion Statement (Exhibit VIII)
 - 5.7.1.7 Conflict of Interest Questionnaire (Exhibit IX)
 - 5.7.1.8 Exceptions to Terms and Conditions:
 - 5.7.1.8.1 The contract under which services will be performed by the selected firm shall be substantially the same as the terms listed within this RFP. In an effort to expedite a contract award once the successful firm is identified, provide a response to all submitted Exceptions in the following manner:
 - 5.7.1.8.1.1 List each Exception by article number and name, and page number.
 - 5.7.1.8.1.2 Provide a rationale for each listed Exception.
 - 5.7.1.8.1.3 When necessary, provide proposed alternative language.
 - 5.7.1.9 Financial Statements:
 - 5.7.1.9.1 Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include either a) your Dunn & Bradstreet Report, or b) Federal Tax Forms filed with the Internal Revenue Service (IRS) for the past two years.

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EVALUATION AND SELECTION CRITERIA

SOLICITATION NO. S10-25370

7.0 EVALUATION AND SELECTION PROCESS

7.1 Evaluation Summary

- 7.1.1 Each Proposal received will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFP requirements. The City, at its sole discretion may choose to develop a short list of Proposers for further consideration. Short-listed Proposers may be scheduled for a structured oral presentation and/or interview. Such presentations will be at no cost to the City. At the end of the oral presentation and/or interview, the evaluation of the short-listed Proposers will be completed. However, the evaluation committee reserves the right to issue letters of clarity when deemed necessary to any or all Proposers. The oral presentations, demonstrations, and/or interview may be recorded and/or videotaped.

7.2 Selection Process

- 7.2.1 The award of this Contract(s) will be made to the Proposer(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to provide public address system services. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City, or if a Proposer is deemed unqualified to provide the services contemplated.
- 7.2.2 The failure to provide all the requested information and executed forms may result in the Proposer being deemed non-responsive or incomplete, and not evaluated. The City reserves the right to waive any minor deficiencies at its sole discretion.
- 7.2.3 The City has sole discretion and reserves the right to cancel this RFP or reject any or all RFPs received prior to the contract award.

7.3 EVALUATION CRITERIA

7.3.1 **RESPONSIVENESS OF PROPOSAL:**

- 7.3.1.1 Compliance with all the "material" submission requirements of the RFP, to include the Executive Summary submittal.

7.3.2 **TECHNICAL QUALIFICATIONS:**

7.3.2.1 **Top-Down Gap Analysis:**

- 7.3.2.1.1 To the level of detail on a top-down gap analysis of a "detailed review" of current state versus industry best practices with immediate intervention recommendations and proposals for continuous improvement.
- 7.3.2.1.2 To the level of thoroughness of the top-down gap analysis presented in a professional and easily understood manner, with a level of specificity addressing the areas of detail within the SOW.
- 7.3.2.1.3 To the level of availability and results of quality methods solutions derived from former water loss audits performed on similar projects in size to the SOW requested within this RFP.

7.3.2.2 Targeted Bottom-Up Analysis:

7.3.2.2.1 Regarding Geospatial Analysis, measured on the Level of ability to conduct a pilot data validation and assessment using PWE's policies, workflows, and procedures related to management of utility type user/land use of property within the City's jurisdictional area to ensure the City is appropriately billing utility consumption.

7.3.2.2.2 Regarding Large Meter Accuracy, measure to the degree that the calibration schedule proposal delineates a stratification of meter type, size and volume; and measured on the level of precision of method delineated to develop the overall meter system accuracy--to include customer consumption profiles and customer type demographics.

7.3.2.2.3 To the level of availability and the results of quality methods solutions derived from former water loss audits performed on similar projects in size to the SOW requested within this RFP.

7.3.2.2.4 Regarding Consumption Data Capture, measured to the extent of details on reviewing policies, workflows and procedures for capturing measured and billed consumption, and comparing current state to best practices (recommended by AWWA) and the quality of recommendations provided.

7.3.2.3 Solution with Roadmaps:

7.3.2.3.1 To the level quality solutions with roadmaps presented highlighting where continuous improvement opportunities are actionable and achievable.

7.3.2.4 Timeline:

7.3.2.4.1 To the level of "reasonableness" of proposer's submitted projected timeline.

7.3.2.5 Statements of Financial Benefit:

7.3.2.5.1 To the extent that the "statements of financial benefit" are both, quantified in dollars and are achievable.

7.3.2.6 Deliverables:

7.3.2.6.1 To the level of quality of proposed policy change recommendations, implementable workflows, and procedural change recommendations that make sustainable PWE's continuous improvement of water loss reporting and mitigation following the "Four-Pillar Approach" recommended by the M36 Manual, and including the type user/land use auditing program; large meter repair and calibration program; and overall metering system accuracy algorithm.

7.3.2.7 Firm/Team/Staffing Qualifications, Past Experience & References:

7.3.2.7.1 To the level of detail of summarizing each of the project scopes of work performed for "water loss audits" within municipalities.

7.3.2.7.2 To the extent of Proposer's former performance results on water loss audit SOWs being similar to the SOW being sought within this RFP.

To the level of written detail/quality of project outcomes from SOW work performed, as it pertains to municipalities.

To the level of expertise/experience presented in proposal regarding purpose of firm's core business, length of time in business, capabilities, and published work.

The range of quality feedback from a minimum of three (3) required references submitted from past projects similar to the size and scope of the project described within this RFP.

To the level of quality/thoroughness of a list of key personnel names, years of experience, and responsibility and role for each team member as it pertains to this project.

To the level of detail and experience of the collective proposer team's resumes and organizational chart.

7.3.3 PRICE (EXHIBIT III):

7.3.3.1 Reasonableness of the overall lump sum price of the submitted solution.

Reasonableness of and accuracy of a submitted detailed list of all corresponding cost elements to support the lump sum solution price, and on the clarity of what the upfront costs shall be versus ongoing costs.

7.3.4 M/WBE 11% Participation (Pass/Fail):

7.3.4.1 Ability to meet the required 11% level of subcontracting participation, and be measured on the level of completeness on the Proposer-subcontractor signed "M/WBE Letter of Intent" form.

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ATTACHMENT 1 -- SCOPE OF WORK

SOLICITATION NO. S10-25370

1.0 PURPOSE

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit statements of work and applicable quotes from qualified Proposers to perform a gap analysis of policies, workflow and procedures in the City of Houston (The City), for Public Works and Engineering's (PWE) completion of the annual water audit. The gap analysis will comprehensively address points of the "Top Down" and specifically targeted points of the "Bottom Up" approaches delineated in the American Water Works Association's (AWWA) Water Audits and Loss Control Programs Manual (M36, copyright 2009). Additionally, this RFP will address statements of benefit associated with projects that enhance PWE's ability to continuously improve its water loss performance while making sustainable the ongoing mitigation of water loss and revenue optimizing efforts.

2.0 BACKGROUND

- 2.1 The City through the Combined Utility System (CUS) provides untreated water, potable water and/or wastewater services to households, businesses, utilities and utility districts within the City limits. Beyond the City Limits, the City provides contracted potable water to utility districts, other municipalities and regional water authorities. The City is currently capable of supplying 1,172 million gallons per day (MGD) of drinking water to its citizens. Our water production system includes three surface water treatment plants and groundwater wells with a production capacity of more than 865 million gallons per day of drinking water. Our customers used an average of 651 million gallons of water (potable and non-potable) each day for fiscal year 2013.
- 2.2 The City also provides untreated surface water to industrial users and wastewater services through 40 wastewater treatment plants. The total permitted capacity is 563 million gallons per day. On an average day, the CUS treats 285 million gallons, which currently means there is capacity available for flow increases from storm water and for new customers.
- 2.3 In regards to water loss mitigation efforts and techniques, the City's PWE has advanced significantly with its internal approaches and solution provision. The belief is that a comprehensive gap analysis that also addresses specific opportunities and actionable items will make sustainable the ability of internal staff to identify, report, and continuously improve upon the PWE's ability to mitigate water loss. It is expected that the effort associated with this RFP will lead to a published "four-pillar approach" (pgs. 84 & 111 of the M36 manual) for apparent loss specific to PWE.

3.0 SCOPE OF WORK (SOW)

- 3.1 Availability of "Top Down" / "Bottom Up" City of Houston Information:
- 3.1.1 Once an awarded Contractor has been determined, the City shall provide Contractor all necessary information for them to perform the Water Loss Audit-Revenue Enhancement Structure so that the Contractor can specifically assess the City's PWE's ability to sustain and continuously improve in the Top Down gap analysis and the Bottom Up analysis.
- 3.1.1.1 Measurement and accuracy thereof, of water supplied to the distribution system
- 3.1.1.2 Calculation of the quantity of billed authorized consumption
- 3.1.1.3 Calculation of non-revenue water
- 3.1.1.4 Calculation of unbilled authorized consumption
- 3.1.1.5 Calculation of water losses
- 3.1.1.6 Calculation of apparent losses
- 3.2 Targeted "Bottom Up" components that compare and analyze PWE's current state to best practices include:

<p style="text-align: center;">ATTACHMENT 1 -- SCOPE OF WORK SOLICITATION NO. S10-25370</p>

3.2.1 Geospatial Analysis:

- 3.2.1.1 Conduct a pilot data validation and assessment using PWE's policies, work flows, and procedures related to management of utility type user/land use of property within the City of Houston jurisdictional area to ensure the City is appropriately billing utility consumption.

3.2.2 Meter Accuracy – Large Meter:

- 3.2.2.1 Develop a repair and calibration schedule for large meters based on data analysis of flow, total consumption, aging, meter type, meter size and the chemical characteristics of the City's water.
- 3.2.2.2 Make a recommendation on method for calculating total meter system accuracy to include customer consumption profile methodology and small meter sampling techniques.

3.2.3 Consumption Data Capture:

- 3.2.3.1 Review policies, work flow and procedures for capturing measured and billed consumption. Compare current state to best practices recommended by AWWA and provide recommendations.

3.3 The methods used in completing the scope of work will include but not be limited to conducting interviews of subject matter experts (SMEs), data acquisition and analysis, review of established and projected policies, work flows, and procedures, and research associated with industry best practices.

3.4 "Top Down" components for a gap analysis that compares current PWE policies, work flows, and procedures to the AWWA/industry best practices including the list below that restates in part, the M36 manual's methodology.

3.5 Deliverables:

- 3.5.1 Policy change recommendations, implementable workflows, and procedural change recommendations that make sustainable PWE's continuous improvement of water loss reporting and mitigation following the "four-pillar approach" recommended by the M36 manual.
- 3.5.2 Type user/land use auditing program
- 3.5.3 Large meter repair and calibration program
- 3.5.4 Overall metering system accuracy algorithm

4.0 INCREASE OR DECREASE OF WORK – INCLUSION / EXCLUSION

- 4.1 From time to time throughout the Term of this Agreement, the PWE Director may, by written notice to Contractor, increase and/or decrease the Work. The Contractor's sole compensation for such adjustment shall require mutual agreement between the PWE Director and Contractor. The PWE Director's decision is final.

5.0 ADDITIONAL RELATED SERVICES

- 5.1 In submitting Proposal, Proposer(s) shall indicate a willingness to negotiate future potential additional services deemed appropriate for the scope of services, as provided herein, or deemed necessary and/or desirable by PWE.

<p style="text-align: center;">ATTACHMENT 1 -- SCOPE OF WORK SOLICITATION NO. S10-25370</p>

6.0 ADDITION & DELETION

- 6.1 The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

7.0 SILENCE OF SPECIFICATIONS

- 7.1 The apparent silence of these specifications as to any detail, or apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement.

8.0 ESTIMATED QUANTITIES NOT GUARANTEED

- 8.1 The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

9.0 WARRANTY OF SERVICES

- 9.1 *Definitions:* "Acceptance" as used in this clause shall mean the act of an authorized representative of the City by which the City assumes for itself, approval of specific services as partial or complete performance of the contract.
- 9.2 "Correction" as used in this clause shall mean the elimination of a defect.
- 9.3 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor shall warrant that all services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and shall conform to the requirements of this contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one (1) year period from the date of acceptance by the City. This notice shall state either a) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or b) that the City does not require correction or re-performance.
- 9.4 If the Contractor is required to correct or re-perform, it shall be at no cost to the City. Any services corrected or re-performed by the Contractor shall also be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City shall, by contract or otherwise, correct or replace with similar services and shall charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

<p style="text-align: center;">ATTACHMENT 1 -- SCOPE OF WORK SOLICITATION NO. S10-25370</p>

- 9.5 If the City does not require correction or re-performance, the City shall make an equitable adjustment in the contract price.

10.0 LOBBYING AND OTHER FORMS OF INFLUENCE PROHIBITED

- 10.1 Neither Proposer nor any person acting on Proposer's behalf shall attempt to influence the outcome of the contract award by the offer, presentation or promise of gratuities, favors, or anything of value to any member of the RFP evaluation committee, any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Buyer identified on the first page of the RFP. Upon issuance of the RFP through the pre-award phase and up to the award of a contract, aside from Proposer's formal proposal to the RFP, communications publically made during the official pre-proposal conference, written requests for clarification during the period officially designated for such purpose by the City Buyer and communications during an oral interview, scheduled at the request of and for the benefit of the RFP evaluation committee, if any, neither Proposer nor persons acting on their behalf shall communicate with any member of the RFP evaluation committee, appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the contract award or to obtain or deliver information intended to or which could reasonably result in an advantage to any Proposer. However, nothing in this paragraph shall prevent Proposer from making public statements to the City Council body convened for a regularly scheduled session after the RFP evaluation committee has made its official selection and presented same to Council for action.

11.0 INVOICING

- 11.1 The City is a single entity for accounting, billing, and discounting. Any invoices accompanied by detailed supplements and other backup documents are to be submitted to:
- 11.2 COH Department of Public Works and Engineering
Attention: Craig Foster
P. O. Box 61489
Houston, Texas 77208-1480
- 11.3 The City requires timely and accurate accounting and billing information.

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EXHIBIT I – OFFER AND SUBMITTAL
SOLICITATION NO. S10-25370

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE APPLIED PERCENTAGE OF GROSS SALES CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"PROPOSER WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

I. LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

<p align="center">EXHIBIT I – LIST OF SUBCONTRACTOR(S) SOLICITATION NO.: S10-25370</p>

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

[illegible]

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION

SOLICITATION NO.: S10-25370

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S10-

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S10-25370**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor

- (a) _____ An Individual
(b) _____ A Partnership
(c) _____ A Corporation
(d) _____ A Joint Venture

2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Office of Business Opportunity. Certificate No.: _____.

3. _____ and _____
(Name of Prime Contractor) **(Minority/Women Business Enterprise)**
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS

SOLICITATION NO.: S10-25370

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “**THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT**” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity (“the Director”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as other wise required by the City’s contract with American Arbitration Association on file in the Office of the City’s Office of Business Opportunity.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Office of Business Opportunity arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE’s and/or WBE’s to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City’s Affirmative action policy and/or ordinance contact the Office of Business Opportunity at (713) 837-9000, 611 Walker, 7th Floor, Houston, Texas 77002.

EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT **SOLICITATION NO.: S10-25370**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE
Use additional pages if needed. Submit by the 15th day of the following month. Provide support documentation on all revenues paid to end of the report period to: M/WBE's to reflect up/down variances on Contract amount.						
				Office of Business Opportunity ATTN: Carlecia Wright 713-837-9000 611 Walker, 7 th Floor Houston, Texas 77002		

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S10-25370**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
 - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT), BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S10-25370**

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR
CONTRACT AWARD (\$50K OR MORE)
SOLICITATION NO.: S10-25370**

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

INSURED

COMPANY B

SAMPLE FORM

COMPANY C

COMPANY D

COMPANY E

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 50,000 Med. Expense \$ 5,000 (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000
A.	Automobile Liability (X) Any Auto or used in the course of performance of this Contract. Including Owned, Non-owned, and (X) All Owned Autos Scheduled Autos () Hired Autos () Non-Owned Autos and Hired Auto Coverage. If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.			Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability	Statutory Limits		(X) Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000
	Other				

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT CITY OF HOUSTON/ FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

EXHIBIT V – FAIR CAMPAIGN ORDINANCE

SOLICITATION NO.: S10-25370

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT V – FORM “A”: FAIR CAMPAIGN SOLICITATION NO.: S10-25370

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

☐ **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

☐ **A CORPORATION**

List all directors of the corporation (if none state “none”):

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S10-25370**

List all officers of the corporation (if none state none”):

Name _____
Officer

_____ Address

Name _____
Officer

_____ Address

Name _____
Officer

_____ Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____

_____ Address

Name _____

_____ Address

Name _____

_____ Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer

Printed Name

Title

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

**EXHIBIT VI: CONTRACTOR OWNERSHIP
DISCLOSURE ORDINANCE
SOLICITATION NO.: S10-25370**

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-25370

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____ §

§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING ENTITY] of

_____ [CONTRACTING ENTITY'S
CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with _____ [DESCRIBE
PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

NON-PROFIT ENTITY:

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-25370

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (_____) _____

Email Address [***OPTIONAL***] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S10-25370

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public _____

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S10-25370**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”
DRUG POLICY COMPLIANCE AGREEMENT
SOLICITATION NO.: S10-25370**

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date _____

Contractor Name

Signature

Title

EXHIBIT VII – ATTACHMENT “B”

DRUG POLICY COMPLIANCE DECLARATION

SOLICITATION NO.: S10-25370

I, _____ as an owner or officer of

 (Name) (Print/Type) (Title)

 (Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employee positions performing on the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

Initials From _____ to _____ the following testing has occurred.
 (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

(Initials) Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

(Initials) I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 Date

 Contractor Name

 Signature

 Title

EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S10-25370

I, _____
 (Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor)
have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no
employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved
in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the
City's Director of Personnel if any safety impact positions are established to provide services in
performing this City Contract.

Date

Contractor Name

Signature

Title

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS

ATTACHMENT “D”

I _____ as an owner or officer of
 (NAME) (PRINT/TYPE)

_____ (Contractor) have
authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer
than fifteen (15) employees during any 20-week period during a calendar year and also certify that
Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31
that will be involved in performing this City Contract. Safety impact position means a Contractor's
employment position involving job duties that if performed with inattentiveness, errors in judgment, or
diminished coordination, dexterity, or composure may result in mistakes that could present a real
and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE

CONTRACTOR'S NAME

SIGNATURE

TITLE

EXHIBIT VIII – ANTI-COLLUSION STATEMENT
SOLICITATION NO.: S10-25370

II. Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S10-25370

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston (“City”) to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the **seventh** business day after:

(1) any contract discussions or negotiations begin, or

(2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission’s website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary’s website. There will also be a list of the City’s Local Government Officers on the City of Houston’s website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than **September 1st** of each year that the Vendor or Contractor seeks to contract with the City, or the **seventh** business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston’s Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

City of Houston
Pay or Play Program

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

City of Houston
Pay or Play Program

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

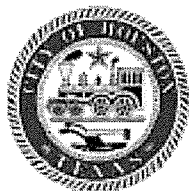
C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.



City of Houston
Pay or Play Program
Acknowledgement Form

What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful bidder/proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

For more information, contact the Contract Administrator.

Routing. Return this form with your bid or proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

Email Address



City of Houston
Certification of Compliance with
Pay or Play Program

Form POP-2



Contractor Name: _____ \$ _____
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: _____

Project No.: [GFS/CIP/AIP/File No.] _____

Project Name: [Legal Project Name] _____

POP Liaison Name: _____

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program). The criteria of the program is as follows:

The Contractor/Subcontractor agrees to "Pay" \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to "Play" by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

*Required

I hereby certify that the above information is true and correct.

Contractor (Signature) _____

Date _____

Name and Title (Print or type) _____

Document 00630

OBO 7/3/2012